UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

JENNA DORSEY, KATHY JETTER

Plaintiffs

Vs

HUGH ANDREWS, his wife **SANDRA ANDREWS**, the **CONJUGAL PARTNERSHIP** comprised thereof; A, B, and C INSURANCE COMPANIES, **CHARLIE CAR RENTAL**, X, Y, and Z Insurance companies; **UNIVERSAL INSURANCE, HR PROPERTIES d/b/a COURTYARD BY MARRIOTT, ACE INSURANCE**, JOHN DOE, as well As any other Tortfeasors and their respective insurance companies

Defendants

CIVIL NO.:05-1094 (DRD)

DAMAGES, NEGLIGENCE
TRIAL BY JURY DEMANDED

AMENDED COMPLAINT

TO THE HONORABLE COURT:

APPEAR NOW the plaintiffs through the undersigned legal representation, and before this Honorable Court respectfully state, allege and demand as follows:

JURISDICTIONAL BASIS AND VENUE

1. The jurisdiction of this court is founded pursuant to U.S.C. Title 28, Sec. 1332 (diversity jurisdiction)
2. Diversity jurisdiction is established because plaintiffs Jenna Dorsey and Kathy Jetter are residents of the state of New York, and all defendants are residents, incorporated and have principal place of business in Puerto Rico, and the amount in controversy exceeds the sum of Seventy

Five Thousand Dollars ($75,000) exclusive of interests and costs.

3. Venue is proper in the District of Puerto Rico pursuant to 28 U.S.C. Sec. 1391 since the events or omissions giving rise to this claim occurred in this district.

THE PARTIES

4. Plaintiff Jenna Dorsey is a natural person, of legal age, resident of the State of New York, where she lives and is domiciled at 82-84 88th Place, Flushing Queen, New York 11385.

5. Plaintiff Kathy Jetter is Jenna Dorsey's mother, a resident of the State of New York, where she lives and is domiciled at 82-84 88th Place, Flushing Queen, New York 11385.

6. All Defendants are persons or corporations organized or with their principal place of business in the Commonwealth of Puerto Rico, or a state other than New York.

7. Defendant Hugh Andrews (hereinafter referred to as Mr. Andrews) is a natural person who lives and is domiciled in Puerto Rico.

8. Sandra Andrews is Mr. Andrew's spouse. By information and belief they are married under conjugal partnership regime.

9. The conjugal partnership comprised between Hugh Andrews and his wife is the legal entity constituted between them, for which they respond in solidarity to plaintiffs for the damages hereby claimed.

10. Defendants A, B and C Insurance Companies, are insurance companies that have issued policies which cover the damages arising out of the automobile accident giving rise to the present action, and are companies organized or authorized to issue such policies under the laws of the Commonwealth of Puerto Rico.

11. Defendants A, B and C Insurance Companies insured Hugh Andrews and/or the automobile he was driving on the date of the accident which has given rise to the present action.

12. Defendant Charlie Car Rental is a corporation organized and authorized to offer car rental services in the Commonwealth of Puerto Rico and rented an automobile to defendant Hugh Andrews the

day of the accident that has given rise to the present action.

13. Defendants X, Y and Z Insurance Companies insured Charlie Car Rental and/or their automobile on the date of the accident that has given rise to the present action.

14. Universal Insurance is an insurance company that by information and belief issued a policy to defendant Hugh Andrews which cover the damages arising out of the automobile accident giving rise to the present action, and is a company organized or authorized to issue such policies under the laws of the Commonwealth of Puerto Rico.

15. HR Properties d/b/a Courtyard by Marriot is the corporation in which defendant Hugh Andrews was president and by information and belief was undergoing business for such company at the moment of the accident giving rise to the present action.

16. ACE Insurance is an insurance company that issued a policy to HR Properties d/b/a Courtyard by Marriot, the company in which defendant Hugh Andrews by information and belief was working the night of the accident. For such reason, said insurance will grant coverage for the damages arising out of the automobile accident giving rise to the present action.

17. Defendants John Doe and any other Tortfeasors are the fictitious names hereby given to the additional parties whose identities or names are not known to this moment and whose negligent actions or omissions are proximately and direct causes for plaintiff's damages. Once their real identities are discovered, the fictitious name will be substituted for the real ones.

GENERAL ALLEGATIONS

18. On February 7, 2004, at approximately 12:30AM Defendant Hugh Andrews was driving a vehicle rented to Charlie's Car Rental (hereinafter referred to as "the car") heading westbound down Isla Verde Avenue in Carolina, Puerto Rico.

19. At the same time plaintiff Jenna Dorsey and her friend Vivian Vega Vázquez were pedestrians walking from South to North when they reached the pedestrian walkway in the corner of Isla Verde Avenue and Tartak Street.

20. Plaintiff Dorsey and her friend stopped at the corner while a policeman made signals to the vehicles approaching the intersection.
21. The vehicle to the pedestrian's left hand side (West to East) stopped.
22. At the signal of the policeman, plaintiff Dorsey and her friend continued to walk using the pedestrians walkway while the policeman made signal to stop the car coming from East to West.
23. Instead of stopping, slowing down, or even taking precautions, upon approaching the intersection, defendant Hugh Andrews, who was driving the car heading East to West, did not stop at the policeman signals and collided with both pedestrians, Vega Vázquez and plaintiff Dorsey.
24. Plaintiff Jenna Dorsey sustained severe bodily injuries as a result of the impact of the car driven by Defendant Andrews.
25. Ms. Jenna Dorsey sustained such severe trauma to her back, legs and body that motivated the police agents to immediately take her to Hospital UPR in Carolina to receive emergency medical care.
26. Ms. Jenna Dorsey was treated for the traumatic injuries while in the Emergency Room and due to her serious condition had to continue treatment by medical specialists, for months and even at the present time is sill undergoing treatments and therapies
27. As a driver, defendant Andrews failed to take the necessary measure and precautions to yield to the pedestrians and ensure the safety of them especially when he is very, knowledgeable of the existence of the pedestrian's walkway and it's use by many people regardless of the time of day.
28. As a result of the accident, Ms. Jenna Dorsey suffered extreme injuries that included physiologic damage to her back muscles, lumbar area, spinal discs, inter vertebral foramen, arms, legs and other parts of her body.
29. Such a negligent or intentional act, and or omission, demonstrates a total disregard for safety of life and limb by the driver of the car, for which defendant Andrews is liable to plaintiff for the damages resulting therefrom.
30. Universal Insurance as insurer of defendant Andrews, respond directly to Ms. Jenna Dorsey for the acts

and omissions of the defendant or the owner of the automobile which caused the accident.

31. ACE Insurance as insurer of defendant HR Propertie d/b/a Courtyard by Marriot, respond directly to Ms. Jenna Dorsey for the acts and omissions of the defendant Andrews given that he was undergoing business for the company at the time of the accident.

32. A, B and C Insurance Co. as insurers of defendant Andrews, respond directly to Ms. Jenna Dorsey for the acts and omissions of the defendant or the owner of the automobile which caused the accident.

33. Plaintiff Kathy Jetter, mother of Jenna Dorsey, suffered and continue to suffer extreme anguishes and uncertainty for the well being of her daughter due to the damages she suffered and underwent.

FIRST CAUSE OF ACTION: VS. HUGH ANDREWS, HIS WIFE AND THE CONJUGAL PARTNERSHIP COMPRISED BY THEM

34. The allegations of paragraphs 1 through 33 contained above are incorporated herein by reference as if again fully set forth.

35. Defendant Andrews owed a duty of care to Ms. Jenna Dorsey of reasonable driving knowledge, skill, attention, and safety consistent with that of a reasonable prudent person.

36. As a direct and proximate cause of defendant Andrews' breach of his duty of care of reasonable driving knowledge, skill, attention, and safety, Ms. Jenna Dorsey suffered severe damages.

37. Defendant Andrews owed a duty of care to Ms. Jenna Dorsey to comply with all traffic rules and regulations.

38. As a direct and proximate cause of defendant Andrews' breach of his duty of care to comply with all traffic rules and regulations, severe damages and anguishes were suffered by Ms. Jenna Dorsey.

39. As a direct and proximate cause of defendant Andrews' breach of his duty of care to comply with all traffic rules and regulations, anguishes and uncertainty were suffered by Ms. Kathy Jetter.

40. Defendant Andrews owed a duty of care to Ms. Jenna Dorsey not to drive in a manner that causes injury to pedestrians or personal property.

41. As a direct and proximate cause of defendant Andrew's breach of his duty of care not to drive in

a manner which causes injury to pedestrians, severe damages were suffered by Ms. Jenna Dorsey.

42. Defendant owed a duty of care to Ms. Jenna Dorsey to maintain a safe distance between the car he was driving and pedestrians.

43. As a direct and proximate cause of Defendant Andrews' breach of his duty of care to maintain a safe distance between his car and pedestrians, severe damages were suffered by Ms. Jenna Dorsey.

44. Defendant owed a duty of care to Ms. Jenna Dorsey to recognize potentially dangerous driving situations and avoid them.

45. As a direct and proximate cause of defendant Andrews' breach of his duty of care to recognize potentially dangerous driving situations and avoid them, severe damages were suffered by Ms. Jenna Dorsey.

46. Defendant owed a duty of care to Ms. Jenna Dorsey to avoid striking her with the car he was driving.

47. As a direct and proximate cause of Defendant Andrews' breach of his duty of care to avoid striking Ms. Jenna Dorsey, she suffered severe damages.

48. Also, as a direct and proximate cause of defendant Andrews' breach of his duty of care to avoid striking Ms. Jenna Dorsey, her mother, Ms. Kathy Jetter suffered extreme anguishes and uncertainty for the well being of her daughter during the accident and throughout the treatment she is still undergoing.

49. Defendant Andrews' failed to exercise reasonable care and prudence when he failed to drive at a reasonable speed which would have allowed him to avoid hitting pedestrian Jenna Dorsey, which proximately and directed caused the injuries suffered by plaintiff.

50. Defendant Andrews' failed to exercise reasonable care and prudence when he failed to maintain the car he was driving under control and thus avoid a collision with pedestrian Jenna Dorsey, which proximately and directly caused the injuries to plaintiff

51. As a direct and proximate cause of defendant Andrews' failure to knowledgeably, skillfully, attentively, and safely operate the car he was driving, plaintiff Jenna Dorsey sustained severe

injuries and other damages that still affect her, as described below.

52. Defendant Andrews negligent actions and omissions while operating the vehicle in question, were in disregard for life and property of others.

SECOND CAUSE OF ACTION: VS. INSURANCE COMPANIES A, B & C, CHARLIE'S CAR RENTAL, X, Y & Z INSURANCE COMPANIES, UNIVERSAL INSURANCE AND USAA INSURANCE

53. The allegations of paragraphs 1 through 52 contained above are incorporated herein by reference as if again fully set forth.

54. Defendant Universal Insurance is an insurance company that have issued policies covering the damages arising out of the automobile accident, and is a company organized or authorized to issue such policies under the laws of the Commonwealth of Puerto Rico.

55. Defendant ACE Insurance is an insurance company that have issued policies covering the damages arising out of the automobile accident.

56. Defendants A, B and C are insurance companies that have issued policies covering the damages arising out of the automobile accident, and are companies organized or authorized to issue such policies under the laws of the Commonwealth of Puerto Rico.

57. Defendants A, B & C Insurance Companies insured defendant Hugh Andrews and/or the car he was driving on the date of the accident that has given rise to the present action.

58. The car that defendant Andrews was driving was provided under a rental contract by Charlie's Rent a Car. The rental company should be responsible both for being the owner of the vehicle and for renting a vehicle to an individual who operated a vehicle contrary to general principles of prudence, to safety and in violation of traffic laws and regulations causing severe damages.

59. Defendants X, Y and Z Insurance Companies insured Charlie's Rent a Car and/or the car involved in the accident related to the stance claim.

60. Defendants X, Y and Z are insurance companies that have issued policies covering the damages arising out of the automobile accident, and are companies organized or authorized to issue such policies under the laws of the Commonwealth of Puerto Rico.

61. Defendant Andrews was driving on the date of the accident that has given rise to the present action.

62. Pursuant to 26 L.P.R.A S 2001, a direct action may be brought in the Commonwealth of Puerto Rico against a casualty or liability insurance carrier for the negligence or fault of its insured. Pursuant to 26 L.P.R.A. S 2003, an action against an insurer may be brought separately or may be joined with an action against its insured.

63. Universal Insurance, as insurers of defendant Andrews, respond directly to Plaintiffs Jenna Dorsey and Kathy Jetter for the acts and omissions of defendant Andrews and/or the owner of the automobile that caused the accident.

64. ACE Insurance, as insurer of defendant HR Properties d/b/a Courtyard by Marriot, respond directly to Plaintiffs Jenna Dorsey and Kathy Jetter for the acts and omissions of defendant Andrews, given that he was undergoing business and representing the company at the time of the accident.

65. A, B & C Insurance companies, as insurers of defendant Andrews, respond directly to Plaintiffs Jenna Dorsey and Kathy Jetter for the acts and omissions of defendant Andrews and/or the owner of the automobile that caused the accident.

66. X, Y & Z Insurance companies, as insurers of defendant Charlie Car Rental, respond directly to Plaintiffs Jenna Dorsey and Kathy Jetter for the acts and omissions of defendant Andrews and/or the owner of the automobile that caused the accident.

67. Defendant Andrews failed to exercise reasonable care and prudence when he failed to drive at a reasonable speed, measure that would have allowed him to avoid hitting pedestrian Jenna Dorsey, proximately and directly causing the injuries of plaintiff.

68. Defendant Andrews failed to exercise reasonable care and prudence when he failed to maintain the car under control and thus avoid a collision with pedestrian Jenna Dorsey, proximately and directly causing the injuries of plaintiff.

69. As direct and proximate cause of Defendant Andrews' failure to knowledgeably, skillfully, attentively, and safely operate his vehicle, plaintiff Dorsey sustained severe injuries and other damages, described below.

DAMAGES

70. As a direct result of the negligence, acts or omissions of defendant Andrews', plaintiff Jenna Dorsey suffered physiologic damages to her back muscles, lumbar area, spinal discs, intervertebral foramen, arms, legs and other parts of her body.
71. Due to the accident that that has given rise to the present action, plaintiff Jenna Dorsey suffers muscle spasms, lumbar myositosis, bulging and herniated discs and other injuries that provoke severe lower back pain.
72. In order to be diagnosed and treated, plaintiff Jenna Dorsey underwent clinical evaluations and exposure to treatment, such as X-Rays, electroencephalograms and others that invaded her body and dignity, causing not only pain but also embarrassment and moral damages.
73. Plaintiff Jenna Dorsey has seen impact in her normal activities, as they were and still are limited, requiring most of the time assistance to push, pull or carry things to avoid suffering severe pain.
74. Plaintiff Jenna Dorsey's activities of going up and down stairs, or standing or sitting for prolonged periods of time are to be limited, because these provoke excruciating pain and discomfort.
75. The physical pain and limitations suffered by plaintiff Jenna Dorsey required and still demands physical therapy to overcome pain and discomfort.
76. Plaintiff Jenna Dorsey's daily activities were impacted when informed she was disable and unable to perform normal activities for 30 days after the accident that has given rise to the present action.
77. Plaintiff Jenna Dorsey suffered and will continue to suffer due to her inability to work as a science cluster teacher, given the condition she currently has and which still has to be monitored.
78. The economic impact of not being able to work can be calculated in an amount close to forty thousand dollars ($ 40,000) until now, but the extension of this damage is still to be determined.
79. The economic impact of plaintiff's Dorsey inability to work as a science cluster teacher also has an impact in all her family members given that she was the individual supporting and providing for her

mother, and her two brothers, one of nine years old and another one of eleven years old with special needs being a Down Syndrome child.

80. Plaintiff Jenna Dorsey suffered and still suffers the uncertainty of the prognosis of her traumatic injuries and the way her life and forthcoming daily activities will be impacted.

81. Plaintiff Jenna Dorsey suffered and is still suffering from the psychological impact of the traumatic experience which constituted the accident and the consequences of it.

82. All this situation has caused and will continue to cause severe anguishes, pain and suffering and moral damages to plaintiff Jenna Dorsey, for which defendants should compensate her.

83. Even though the extension of the total damages suffered by plaintiff Jenna Dorsey is still to be determined, at this moment such damages can be reasonably calculated in an amount in excess of One Million, Five Hundred Thousand Dollars ($1,500,000), amount hereby requested.

84. Plaintiff Kathy Jetter suffered and still suffers anguishes and uncertainty for her daughter's traumatic suffering and well being, due to the pain suffered, and is always concerned about the prognosis of her injuries.

85. Even though the extension of the total damages suffered by plaintiff Kathy Jetter is still to be determined, at this moment such damages can be reasonably calculated in an amount in excess of Five Hundred Thousand Dollars ($500,000), amount hereby requested.

TRIAL BY JURY DEMANDED

86. Plaintiffs demand a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, plaintiffs respectfully demand judgment against defendants, requesting that this Honorable Court assures jurisdiction over the cause and judgment be entered jointly and severally against defendants, and grants an amount of no less than Two Million dollars ($2,000,000), plus an award for punitive damages allowed by law in an amount deemed necessary and just by this Honorable Court, as well as costs incurred, reasonable attorney's fees, and any other relief considered proper and just by this Honorable Court, under the circumstances.

RESPECTFULLY SUBMITTED.

In Caguas, Puerto Rico this 5th. day of December, 2005.

CERTIFICATE OF SERVICE: On this date, this document has been filed electronically with the Court's CM/ECF system which will send notification to the following attorneys: Iván Fernández, José L. Cadilla and Roberto Abesada Agüet.

Mercado Rivera Law Offices
P.O. Box 8086
Caguas, P.R. 00726-8086
Phone No: (787) 745-0628
Fax No: (787) 703-2177
E-Mail: mercado.law@prw.net

S/Carlos A. Mercado Rivera
USDC-NO. 211904

COMP-JDORSEY